

STATE MS.-DESOTO CO.

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When recorded return to:RECORDING REQUESTED BY &
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P.O. Box 35633

Richmond, Va 23235

CRS-Sylvia Washington: (804) 267-8419

BK 1324 PG 360
W.E. DAY JR. CLK.

Assumption Agreement With Release of Liability

This agreement is made and entered into this 8th day of February, 2001 by and between Timothy W. Sweat & Patti D. Sweat (THE EXISTING BORROWER), and Patti D. Sweat (THE NEW BORROWER) and Dovenmuhele Mortgage, L. P.

A. Existing borrower (Who has been approved for release of liability) presently is obligated and liable for payment to lender for the indebtedness evidenced by a certain promissory note dated May 8, 1998, (THE NOTE), which note was made by The Peoples Bank & Trust Company of the lender in original principal sum of \$172,800.00

B. The note is secured by a certain Deed of Trust/Mortgage dated May 8, 1998 made by The Peoples Bank & Trust Company as trustor, in which lender is named as beneficiary which was recorded on May 11, 1998 as in Book Number 997, Page Number 218, official records of DeSoto county, state of Mississippi. Copies of the note and Deed of Trust/Mortgage are attached hereto and are incorporated herein by this reference as if set forth herein in full.

C. Existing borrower has sold, transferred and conveyed or is about to sell, transfer and convey to the new borrower all of existing borrower's right, title and interest in and to the property described in the Deed of Trust/Mortgage. In connection therewith, new borrower desires to assumed the obligations represented by the note as well as obligations represented by the Deed of Trust/Mortgage.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. As of the date hereof, the unpaid balance on the note is \$166,583.38 with interest paid to 02/01/01 at the rate of 7.000 percent per annum. The monthly installment of principal and interest payable under the note is presently due for 03/01/01 in the amount of \$1149.64
2. New borrower shall pay to lender an assumption fee of \$ 900.00
3. New borrower agrees that the terms of the original note shall remain in full force and effect and remain unchanged.

4. New borrower hereby convents, promises and agrees (A) to assume and pay the indebtedness evidenced by the note in installments at the times, in the manner, and in all respects as therein provided, (B) to perform and each and all the obligations provided in the Deed of Trust/Mortgage to be performed by the trustor at the time, in the manner and in all respects as therein provided; and (C) to be bound by each and all the provisions of the Deed of Trust/Mortgage, all as though made, executed and delivered by the trustor, and personally assumed all duties, obligations and liabilities pursuant to the note and Deed of Trust/Mortgage.

5. The property described in the Deed of Trust/Mortgage shall remain subject to the lien, charge or encumbrance of the Deed of Trust/Mortgage and nothing therein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust/Mortgage, or the priority thereof over other liens, charges or encumbrances, or, except as herein otherwise expressly provided, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the note and or Deed of Trust/Mortgage.

6. As of the effective date of the agreement, lender hereby waives its right to accelerate the entire unpaid balance of the note by reason of the transfer to the new borrower of the property described in the Deed of Trust/Mortgage, but such waiver shall not be deemed to be a waiver with regard to future sales, transfers, conveyances or other transactions.

7. This agreement is made pursuant to and shall be construed and governed by the laws of the state **Mississippi** and the rules and regulations promulgated thereunder.

8. This agreement contains the entire agreement of parties hereto with respect to the subject matter hereof and supersedes any prior written or oral agreements among them concerning the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto, relating to the subject matter hereof, which are not fully described herein.

9. Existing borrower and new borrower expressly represent and warrant, and this agreement shall become effective only upon the condition, that the property described in the Deed of Trust/Mortgage is subject to no lien subsequent or subordinate to the lien of the Deed of Trust/Mortgage except:

_____ No exceptions _____

10. The provisions of the note and Deed of Trust/Mortgage shall remain in full force and effect and shall remain unchanged.

11. This agreement does provide a release of liability to the existing borrower.

12. In this agreement, the singular number includes the plural and the plural number includes the singular. If this agreement is executed by more than one person, firm or corporation as new borrower, the obligations of each person, firm or corporation hereunder shall be joint and several. The pleading of any statutes of limitations as defense to any and all obligations and demands secured by or mentioned in the Deed of Trust/Mortgage is hereby waived by the new borrower to the full extent permissible by law.

13. Any new borrower herein who is a married person expressly agrees that recourse may be had against his/her separate property for any deficiency after sale of property affected by the Deed of Trust/Mortgage.

14. This agreement applies to, inures to the benefit of and binds all parties hereto and their respective heirs, legatees, devisees, administrators, executors, successors and assigns.

15. All notices and correspondence to the new borrower shall be mailed to:

Patti D. Sweat

460 Bradley Drive

Hernando, MS 38632

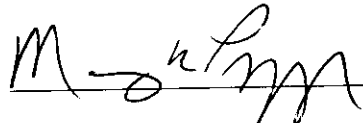
Any changes to this address shall be submitted to **Dovenmuehle Mortgage, Inc.** its Successors and/or assigns in writing.

In witness whereof, the parties hereto have executed this agreement the day and year above written.

Dovenmuehle Mortgage Company L. P., a Delaware limited partnership

By: **Dovenmuehle Mortgage, Inc.**, a Delaware corporation, its
Sole general partner

By:


Mary K. Przybyla, Senior Vice-President

STATE OF ILLINOIS, COUNTY OF COOK, ss.

The foregoing instruments was acknowledged before me this 17th day of APRIL, 2001
By **Mary K. Przybyla**, Senior Vice President of Dovenmuehle Mortgage, inc., a Delaware corporation and
sole general partner of Dovenmuehle Mortgage Company L. P., a Delaware limited partnership, on behalf of the
corporation and the limited partnership.


Notary Public

My commission expires: 10/22/02

(Impress Notary Seal here)



Timothy W. Sweat
Existing Borrower Timothy W. Sweat

Patti D. Sweat
New Borrower Patti D. Sweat

Patti D. Sweat
Existing Borrower Patti D. Sweat

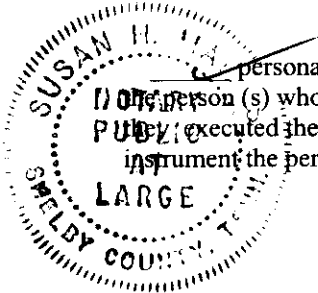
BORROWER ACKNOWLEDGEMENT

State of Tennessee

County of Shelby

On Feb. 15, 2001 before me, Susan H. Mathis, Notary Public
Name, Title of Officer- e.g. "Jane Doe, Notary Public"

personally appeared Timothy W. Sweat and Patti D. Sweat
Name of Signer (s)



☒ personally known to me- OR- ☐ proved to me on the basis of satisfactory evidence to be
the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/
they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the
instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal.

Susan H. Mathis
Signature of Notary
My Commission Expires April 14, 2001

CORPORATE ACKNOWLEDGEMENT

State of ILLINOISCounty of COOK

On APRIL 17, 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared MARY K. PRZYBYLA, known to me to be the SENIOR VICE-PRESIDENT Officer of the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument.

WITNESS my hand and official seal.

Signature *Vesna Stevlic*Date 4/17/01